

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Hawaiian Telcom, Inc</td> <td></td> <td>10/28/2010</td> <td>CORPORATION: HAWAII</td> </tr> <tr> <td>Hawaiian Telcom Communications, Inc.</td> <td></td> <td>10/28/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Hawaiian Telcom, Inc		10/28/2010	CORPORATION: HAWAII	Hawaiian Telcom Communications, Inc.		10/28/2010	CORPORATION: DELAWARE																															
Name	Formerly	Execution Date	Entity Type																																								
Hawaiian Telcom, Inc		10/28/2010	CORPORATION: HAWAII																																								
Hawaiian Telcom Communications, Inc.		10/28/2010	CORPORATION: DELAWARE																																								
RECEIVING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Wilmington Trust FSB as collateral agent</td> </tr> <tr> <td>Street Address:</td> <td>50 South Street, Suite 1290</td> </tr> <tr> <td>City:</td> <td>Minneapolis</td> </tr> <tr> <td>State/Country:</td> <td>MINNESOTA</td> </tr> <tr> <td>Postal Code:</td> <td>55402</td> </tr> <tr> <td>Entity Type:</td> <td>Federal Savings Bank: United States: UNITED STATES</td> </tr> </table>	Name:	Wilmington Trust FSB as collateral agent	Street Address:	50 South Street, Suite 1290	City:	Minneapolis	State/Country:	MINNESOTA	Postal Code:	55402	Entity Type:	Federal Savings Bank: United States: UNITED STATES																															
Name:	Wilmington Trust FSB as collateral agent																																										
Street Address:	50 South Street, Suite 1290																																										
City:	Minneapolis																																										
State/Country:	MINNESOTA																																										
Postal Code:	55402																																										
Entity Type:	Federal Savings Bank: United States: UNITED STATES																																										
PROPERTY NUMBERS Total: 14																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>3184731</td><td>CALL OHANA</td></tr> <tr><td>Registration Number:</td><td>3131406</td><td>HAWAI'I ANYTIME</td></tr> <tr><td>Registration Number:</td><td>3184761</td><td>HAWAI'I EVERYWHERE</td></tr> <tr><td>Registration Number:</td><td>3175332</td><td>HAWAI'I FREETIME</td></tr> <tr><td>Registration Number:</td><td>3105374</td><td>HAWAII ANYTIME</td></tr> <tr><td>Registration Number:</td><td>3169918</td><td>HAWAII EVERYWHERE</td></tr> <tr><td>Registration Number:</td><td>3169919</td><td>HAWAII FREETIME</td></tr> <tr><td>Registration Number:</td><td>3075941</td><td>HAWAIIAN TEL</td></tr> <tr><td>Registration Number:</td><td>3042973</td><td>HAWAIIAN TELCOM</td></tr> <tr><td>Registration Number:</td><td>3042974</td><td>HAWAIIAN TELCOM</td></tr> <tr><td>Registration Number:</td><td>3042975</td><td>HAWAIIAN TELCOM</td></tr> <tr><td>Registration Number:</td><td>3042976</td><td>HAWAIIAN TELCOM</td></tr> <tr><td>Registration Number:</td><td>3042977</td><td>HAWAIIAN TELCOM</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3184731	CALL OHANA	Registration Number:	3131406	HAWAI'I ANYTIME	Registration Number:	3184761	HAWAI'I EVERYWHERE	Registration Number:	3175332	HAWAI'I FREETIME	Registration Number:	3105374	HAWAII ANYTIME	Registration Number:	3169918	HAWAII EVERYWHERE	Registration Number:	3169919	HAWAII FREETIME	Registration Number:	3075941	HAWAIIAN TEL	Registration Number:	3042973	HAWAIIAN TELCOM	Registration Number:	3042974	HAWAIIAN TELCOM	Registration Number:	3042975	HAWAIIAN TELCOM	Registration Number:	3042976	HAWAIIAN TELCOM	Registration Number:	3042977	HAWAIIAN TELCOM	
Property Type	Number	Word Mark																																									
Registration Number:	3184731	CALL OHANA																																									
Registration Number:	3131406	HAWAI'I ANYTIME																																									
Registration Number:	3184761	HAWAI'I EVERYWHERE																																									
Registration Number:	3175332	HAWAI'I FREETIME																																									
Registration Number:	3105374	HAWAII ANYTIME																																									
Registration Number:	3169918	HAWAII EVERYWHERE																																									
Registration Number:	3169919	HAWAII FREETIME																																									
Registration Number:	3075941	HAWAIIAN TEL																																									
Registration Number:	3042973	HAWAIIAN TELCOM																																									
Registration Number:	3042974	HAWAIIAN TELCOM																																									
Registration Number:	3042975	HAWAIIAN TELCOM																																									
Registration Number:	3042976	HAWAIIAN TELCOM																																									
Registration Number:	3042977	HAWAIIAN TELCOM																																									

CH \$365.00 3184731

900175401

TRADEMARK
 REEL: 004308 FRAME: 0172

Registration Number:	3042978	HAWAIIAN TELCOM
----------------------	---------	-----------------

CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	101281-0007
-------------------------	-------------

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
--------------------	---------------------------------------

Signature:	/Catherine R. Howell/
------------	-----------------------

Date:	11/01/2010
-------	------------

Total Attachments: 6

source=htc trademark executed#page1.tif

source=htc trademark executed#page2.tif

source=htc trademark executed#page3.tif

source=htc trademark executed#page4.tif

source=htc trademark executed#page5.tif

source=htc trademark executed#page6.tif

TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2010, among Hawaiian Telcom, Inc., a Hawaii corporation and Hawaiian Telcom Communications, Inc., a Delaware corporation (the "Grantors") and Wilmington Trust FSB ("WTFSB"), as collateral agent (the "Collateral Agent") (the "Agreement").

Reference is made to (a) the Senior Secured Loan Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, increased, extended or otherwise modified from time to time, the "Loan Agreement") among HAWAIIAN TELCOM HOLDCO, INC., a Delaware corporation ("Holdings"), HAWAIIAN TELCOM COMMUNICATIONS, INC., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto, and WTFSB, in its capacity as administrative agent and collateral agent, and (b) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantors, the other "Grantors" (as defined therein) party thereto, and the Collateral Agent. The HT Debtors have agreed to convert certain of the Original Loans and obligations under the Prepetition Swap Contracts into new senior secured term loans in an outstanding aggregate principal amount of \$300,000,000 as set forth therein, and it is a condition precedent to the obligations of the Lenders under the Loan Agreement, among other things, that the Grantors shall execute and deliver this Agreement on behalf of and for the ratable benefit of the Secured Parties. The Grantors consist of Borrower and an Affiliate of the Borrower, who will derive substantial benefits from the extension of credit to the Borrower pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree, for the benefit of the Lenders, as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning specified in the Loan Agreement and the Collateral Agreement. The rules of construction specified or incorporated by reference in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantors, pursuant to the Collateral Agreement, did and hereby do grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress,

logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof (excluding intent-to-use applications for which a statement of use or amendment to allege use has not been filed), and all registration and applications filed in connection therewith, including the registration and applications in the United States Patent and Trademark Office (excluding intent-to-use applications for which a statement of use or amendment to allege use has not been filed) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all assets, rights and interest that uniquely reflect or embody such goodwill.
- (d) all proceeds of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

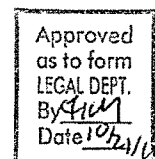
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAWAIIAN TELCOM, INC.

by Robert Reich

Name: **ROBERT REICH**

Title: **SVP & Chief Financial Officer**



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

WILMINGTON TRUST FSB,
AS COLLATERAL AGENT

by


Name: Jeffery Rose
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004308 FRAME: 0177

SCHEDULE I

Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date
CALL OHANA	U.S.	3184731	12/12/2006
HAWAII ANYTIME	U.S.	3131406	8/15/2006
HAWAII EVERYWHERE	U.S.	3184761	12/12/2006
HAWAII FREETIME	U.S.	3175332	11/21/2006
HAWAII ANYTIME	U.S.	3105374	6/13/2006
HAWAII EVERYWHERE	U.S.	3169918	11/7/2006
HAWAII FREETIME	U.S.	3169919	11/7/2006
HAWAIIAN TEL	U.S.	3075941	4/4/2006
HAWAIIAN TELCOM	U.S.	3042973	1/10/2006
HAWAIIAN TELCOM	U.S.	3042974	1/10/2006
HAWAIIAN TELCOM	U.S.	3042975	1/10/2006
HAWAIIAN TELCOM	U.S.	3042976	1/10/2006
HAWAIIAN TELCOM	U.S.	3042977	1/10/2006
HAWAIIAN TELCOM	U.S.	3042978	1/10/2006
BUSINESS ALL-IN- ONE	State of Hawaii	4083473	4/30/2010
BUSINESS CHOICE	State of Hawaii	4066930	10/14/2008

Mark	Jurisdiction	Reg. No.	Reg. Date
SM (and design of five dots (bubbles) arranged in the shape of the Hawaiian Island chain, from lower right to upper left, the five dots decrease in size and graduate in color from blue to light green)	State of Hawaii	4052813	4/17/2007
LIFE'S FAST. BE FASTER.	State of Hawaii	4070102	2/10/2009
MYCHOICE	State of Hawaii	4047620	10/4/2006
PHONE BOOK RECYCLING and Design	State of Hawaii	4036417	9/7/2005
SAVERS UNITE and Design	State of Hawaii	4047621	10/4/2006
WE GO.	State of Hawaii	4080709	1/22/2010